

Town of Warrenton, Virginia

Invitation for Bid – Mosby House Restoration Phase 2

IFB Number: #03-022-2

Closing Date: July 29, 2003 at 2:00 PM

All bids must be received by the closing date and time to be considered.

One (1) original and (3) copy of each bid, including any attachment, shall be mailed or delivered to:

***Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188***

All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
P.O. Drawer 341
18 Court Street
Warrenton, VA 20188

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this IFB, please contact:

RML
303 Cedar Street
Richmond, VA 23223

Phone: 804-649-8068
Fax: 804-643-2270
e-mail rml303@aol.com

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: _____

Phone #: _____

Fax #: _____

Submitted by: _____

Date: _____

Printed name

FEIN/SSN: _____

Signature

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

INVITATION FOR BID

IFB NUMBER: 03-022-2

DATE OF THIS REQUEST: June 27, 2003

DESCRIPTION: Mosby House Restoration – Phase 2

BID OPENING DATE: July 29, 2003, 2:00 P.M.

The Town of Warrenton is accepting bids from Licensed Class A contractors experienced in historic restoration of the John Singleton Mosby House Restoration, 173 Main Street, Warrenton, Virginia 20186. The restoration work requires historic restoration in the area of stucco replacement/patch/repair, carpentry and metal roofing patch/repairs and brick foundation paint removal.

Specifications

1. The work is defined as three separate base bids with additive bids, specifically detailed in the “Bidding & Construction Drawings & Specs, Part 2: Stucco, Window & Cornice Work” dated June 16, 2003 and prepared by RML, 303 Cedar Street, Richmond, VA 23223.
2. Bids received on the additive bids, depending upon available funds, may be added to the contract to be awarded for the base bid.
3. All work will be performed in accordance with Virginia Statewide Building Code.
4. Complete copies of the IFB, including detailed drawings and specifications are available for inspection at:
 - a. Town of Warrenton, Purchasing Agent, P O Drawer 341, 18 Court Street, Warrenton, VA Phone 540-347-1102, Fax 540-349-2414, e-mail staff@warrentonva.gov.
 - b. The Richmond Builders Exchange, 3207 Hermitage Road, Richmond, Virginia 23227, Phone (804) 353-2788, Fax (804) 353-8640.
 - c. Dodge Plan Room, 5540 Falmouth, Suite 304, Richmond, Virginia 23230, Phone (804) 285-2291, Fax (804) 285-2295.
 - d. The Plan Room, 308 Turner Road, Suite D, Richmond, Virginia 23225, Phone (804) 674-0118, Fax (804) 674-0397.

- e. Construction Market Data, 2701 Emerywood Parkway, Suite 100, Richmond, Virginia 23294, Phone (804) 755-1111, Fax (804) 672-2106.
- f. Dodge Plan Room, 8201 Greensboro Drive, Suite 210, McLean, Virginia 22102, Phone (703) 883-8054, Fax (703) 883-2533.
- g. Construction Market Data, 6800 Backlick Road, Suite 100, Springfield, Virginia 22150, Phone (703) 866-2313, Fax (703) 644-1929.
- h. Drawings and specifications may be obtained by making a deposit, by check only, to Town of Warrenton, Purchasing Agent, P O Drawer 341, 18 Court Street, Warrenton, VA Phone 540-347-1102, Fax 540-349-2414, e-mail staff@warrentonva.gov, in the amount of \$25 for one set of drawings and specifications, plus an additional check in the amount of \$15, (non-refundable) for the cost of shipping and handling.

Upon returning the documents postage prepaid, in good condition, free from markings thereon, within 10 days after the date after the date of the receipt of bids, any bidder will be refunded his \$25 deposit. Partial sets shall not be issued.

Special Terms and Conditions

The following Special Terms and Conditions shall govern this procurement:

1. All bidders shall submit, either in person or by registered mail, the original work papers, documents, and other materials used in the preparation of the bid prior to the time indicated above for the opening of the bids. Bidders who fail to submit their original work papers, documents, and other materials used in the preparation of the bid, as provided herein, waive all rights to claim an error.

Work papers and related documents should be sent to the Town of Warrenton, Attn: Purchasing Agent, P.O. Drawer 341, Warrenton, VA 20188 in an envelope or package separate and apart from the envelope containing the bid and clearly marked as to the contents.

2. There will be a pre-bid meeting for all contractors wishing to attend at the worksite, the Mosby House, 173 Main Street, Warrenton, VA 20186 on July 14, 2003 at 8:00 AM. All contractors interested in submitting a bid are encouraged to attend this meeting.
3. Written comments and requests for interpretation of drawings and specifications shall be presented in writing to the architect, RML, 303 Cedar Street, Richmond, Virginia 23223, phone (804) 649-8068, at least ten (10) days prior to July 29, 2003, the bid opening date.
4. All bids are good for sixty days (60) from the date submitted. Any bid on which the bidder shortens the acceptance period may be rejected.
5. The Town of Warrenton will be responsible for the payment and for securing all plan review fees, building permits, etc. required by the Town's Planning & Community Development Department.
6. Contractors submitting a bid for this project agree to complete all phases of the project awarded no later than September 30, 2003.

7. Contractors submitting a bid for this project agree to begin work no later than 10 calendar days following receipt of notification to proceed.

Bid Documents

1. All bids shall be placed on the enclosed "Bid Form".
2. Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, be required to submit as part of their bid:
 - a. Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number;
 - b. A written, sworn statement (notarized) that the person's license is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, attached as Exhibit B.
3. All bidders must submit a statement of qualifications and experience with historic restoration projects funded by grants from the Virginia Department of Historic Resources. The statement shall include the description of 4 similar projects completed by the contractor with a name, address and phone number of a contact person for each project. **ATTACH THE CONTRACTOR'S QUALIFICATION FORM(S) FOR THE AREA(S) OF WORK THAT YOU ARE BIDDING. FAILURE TO ATTACH QUALIFICATION FORM(S) MAY DISQUALIFY YOUR BID.**
4. All bidders must submit, with their bid, a narrative or description of the method(s) to be used to remove paint and prepare surfaces of the new and existing tin roof for new painting.

General Terms and Conditions

The General Terms & Conditions - Construction Projects, attached as Exhibit A, shall apply to this procurement.

Insurance Requirements

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The contractor shall maintain limits no less than:

- a. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability limits of \$1,000,000 per accident.

Contractual Requirements

The successful bidder will be required to enter into a formal contract with the Town of Warrenton. The Town's standard contract format shall be used.

Payment Terms

Terms are net, 30 days from the date of invoice. Date of invoice is defined as the date received by the Town of Warrenton or the date approved by the Project Engineer, whichever is later.

Local Licensing Requirements

The successful bidder will be required to hold a valid Town of Warrenton Business Professional, Trade, or Occupational License prior to commencement of work.

Bonding Requirements

Pursuant to the Town of Warrenton adopted Purchasing Policies and Procedures, all bids in excess of \$75,000 shall be accompanied by a five (5) percent bid bond for the total amount bid.

Performance and payment bonds with a value of 100% of the contract amount will be required of the successful bidder prior to commencing work for all contracts awarded in excess of \$75,000,

ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, "SEALED BID MOSBY HOUSE RESTORATION PHASE 2 TO BE OPENED JULY 29, 2003 AT 2:00 P.M.", AND SHALL BE FORWARDED TO THE PURCHASING AGENT

Bids shall be opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the Project Engineer, or his designee, and such of the bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town manager chooses to reject all bids, the Town will readvertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

BID FORM

IFB NUMBER: 03-022-2

DATE OF THIS REQUEST: June 27, 2003

DESCRIPTION: Mosby House Restoration - Phase 2

BID DEADLINE/OPENING DATE: July 29, 2003, 2:00 P.M.

	Bid Component	Calendar Days to Complete	Unit	Quantity	Total Bid Price
Stucco Replacement	Base Bid – Remove all stucco and install new stucco		Lot		
	Additive Bid 1 – (a) Remove wood shutters, label shutters and store as directed by the owner. (b) Remove downspouts and straps for stucco work. Reinstall at completion of stucco. (c) Remove existing electrical service, panels, boxes, conduit & wiring back to the house interior. Tie wiring off in new electrical box with cover plate. (d) Remove light fixture and wiring. Turn light fixture over to the owner. (e) Remove plumbing vent, patch & repair masonry & stucco to close opening. (f) Rebuild brick foundation and wall above to the window sill at existing opening. Stucco brick at wall above foundation.		Lot		
	Additive Bid 2 – Remove paint at all wood within 1” of stucco.		Lot		
	Additive Bid 3 – Install new paint/wash at all stucco.		Lot		
	Additive Bid 4 – Set metal flashing and lock seam to existing roof.		Lot		
	Unit Price – Metal Flashing		Linear Foot		
	Unit Price – Masonry Repairs		Square Foot		
Stucco Patch and Repair	Base Bid – Patch and repair the stucco at building exterior. The base bid shall include patching & repairing 50% of the building exterior.		Square Yard		

	Bid Component	Calendar Days to Complete	Unit	Quantity	Total Bid Price
	<u>INDICATE THE SQUARE YARDS (50%) OF PATCHING & REPAIRING STUCCO CALCULATED IN YOUR BASE BID ABOVE</u>				
	Additive Bid 1 – (a) Remove wood shutters, label shutters and store as directed by the owner. (b) Remove downspouts and straps for stucco work. Reinstall at completion of stucco. (c) Remove existing electrical service, panels, boxes, conduit & wiring back to the house interior. Tie wiring off in new electrical box with cover plate. (d) Remove light fixture and wiring. Turn light fixture over to the owner. (e) Remove plumbing vent, patch & repair masonry & stucco to close opening.		Lot		
	Additive Bid 2 – Remove paint at all wood within 1” of stucco.		Lot		
	Additive Bid 3 – Install new paint/wash at all stucco.		Lot		
	Additive Bid 4 – Set metal flashing and lock seam to existing roof.		Lot		
	Unit Price –Metal Flashing. Provide a linear foot unit price for new metal flashing and lock seam to existing roof in areas of Note 6.		Linear Foot		
	Unit Price – Masonry Repairs. Provide a square foot of masonry wall unit price for patching and repairing brick masonry, the substrate for the stucco.		Square Foot		
	Unit Price – Stucco. Provide a square yard unit price for patching & repairing stucco.		Square Yard		
Carpentry and Metal Roofing	Base Bid – (a) Clean and scrape wood cornice, brackets and soffit vents to remove dirt and loose/cracked paint. Patch and repair/replaced damaged wood for new paint. (b) Patch and repair/replaced damaged wood cornice members for new paint.		Lot		

	Bid Component	Calendar Days to Complete	Unit	Quantity	Total Bid Price
	Additive Bid 1 – (a) Clean and scrape wood windows (top-bottom sashes, exterior frame and trim) to remove dirt and loose/cracked paint and glazing. Patch and repair/replace damaged wood at windows (top-bottom sashes, exterior frame and trim) for new paint. Patch and repair/replaced damaged glazing for new paint. (b) The owner will provide a new window to the contractor. The contractor shall set the new window, with a new sill in the existing opening. See Dwg A1, North.		Lot		
	Additive Bid 2 – (a) Existing metal floor to remain. (b) Remove existing metal roof and damaged wood roof deck below. Install new wood roof deck with framing and deck for a new cricket. Install new metal roof, lock seam to existing metal roof.		Lot		
	Unit Price – Provide a linear foot unit price for replacing wood cornice members, if necessary or directed by owner.				

The Town is soliciting bids for the base bid. Additive bids are being solicited and may be awarded subject to available funds. Include in the calendar Days to Complete column the number of calendar days necessary to complete all work for this portion of the bid once receipt of written authorization to proceed is issued by the Town.

The Bidder declares that he has examined the site and improvements of the proposed work as well as the contract documents for the project titled: MOSBY HOUSE RESTORATION – Phase 2, 173 Main Street, Warrenton, Virginia 20186, dated June 16, 2003, prepared by RML, 303 Cedar Street, Richmond, Virginia 23223; and that Bidder has fully informed his or herself with conditions affecting the work.

Acknowledgement is made of receipt of the following Addenda (if applicable):

Company Name:	Telephone:
Virginia Contactor Registration Number:	Contractor Class: Expiration Date:
Address:	Fax
Address:	e-mail address:

City, State, Zip	Taxpayer Identification Number:
Signature of Bidder:	
Printed Name of Bidder:	

EXHIBIT A

TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS CONSTRUCTION PROJECTS

The following General Terms and Conditions shall become part of all solicitations for construction projects that involve building, altering, repairing, improving or demolishing any structure, building or paving projects, and any draining, dredging, excavation, grading or similar work upon real property. These General Terms and Conditions shall be a part of any such Invitation for Bid/Request for proposal in addition to the General Terms and Conditions - Services.

1. DEFINITIONS:

- a. The term “**Town**” shall mean The Town of Warrenton through the governing body or other agent with authority to execute the contract for the Town.
- b. The term “**Contractor**” means the person, firm or corporation named such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
- c. The term “**Subcontractor**” means only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material not so worked.
- d. The “**Project Inspector**” means one or more individuals employed or designated by the Town to make inspections, observe progress, approve schedules and accept services under the terms of the contract. The Town shall notify the Contractor in writing of the appointment of such Project Inspector.

2. CONTRACT DOCUMENTS

The contract entered into by the parties shall consist of the Invitation for Bids/Request for Proposals, the signed Bid/Offer submitted by the Contractor, the Town of Warrenton standard contract form or Purchase Order, the General and Special Terms and Conditions, the Specifications with drawings, if any, including all modifications thereof, all which shall be referred to collectively as the Contract Documents.

3. LAWS AND REGULATIONS

- a. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- b. The Contractor and Subcontractor shall comply with the Virginia Contractor’s Registration Law, Title 54, Chapter 7, Code of Virginia (1950), as amended. All nonresident Contractors and Subcontractors submitting bids/ proposals on the work described herein shall register with the Department of Labor and Industry under the provisions of the Subsection 40.1-30 of the code of Virginia (1950), as amended.

4. CONDITIONS AT SITE, BUILDING OR STRUCTURE

Bidders/Offerors shall visit the contract work site or sites and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site.

5. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS

- a. Bids/proposals must give the full business address of the bidder/ offeror and be signed by him or her with his or her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the word “President”, “Secretary”, “Agent”, or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the Town, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- b. Identification Of Bid/Proposal Envelope: The signed bid/proposal should be returned in a separate envelope or package sealed to the Director of Purchasing and identified as follows:

From:

Name of Bidder	Due Date	Time
Address	City/State/Zip Code	
Description of Invitation or Request for Proposal		

The envelope should be addressed as directed in the solicitation.

6. WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS PRIOR TO DUE DATE

Bids/proposals may be withdrawn or modified by written or telegraphic notice received from Bidders/Offerors prior to the time fixed for bid/proposal receipt.

7. RECEIPT AND OPENING OF BIDS/PROPOSALS

- a. It is the responsibility of the bidder/offeror to assure that the bid/proposal is delivered to the place designated for receipt of bids/proposals prior to the time set for receipt of bids/proposals. No bid/proposal received after the time designated for receipt of bids/proposals will be considered.
- b. Bids received in response to an Invitation for Bids will be opened at the time and place stated in the solicitation and bidder=s names and prices made public for the information of bidders and other interested who may be present either in person or by representative. The Purchasing Director, whose duty it is to open the bids, will decide when the specified time has arrived. No responsibility will be attached to any agent of the Town for the premature opening of a bid not properly addressed or identified. In the case of the proposals received in response to a Request for Proposal, public openings are not required; however, if a public opening is held, only the names of the offerors will be read aloud.

8. WITHDRAWAL OF BID DUE TO ERROR (INVITATION FOR BIDS ONLY)

- a. The bidder shall submit to the Purchasing Director his original work papers, document and materials used in the preparation of the bid within two business days after the date fixed for submission of bids. The work papers shall be delivered in person or by certified mail. The bidder shall identify in sufficient detail the nature of the mistake. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
- b. No bid may be withdrawn under this section when the result would be awarding the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall deemed to be the low bid.
- d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- e. If the Town denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsive and responsible bidder.

9. SUBCONTRACTS:

- a. The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of Subcontractors proposed for the principle parts of the work. The Contractor shall not employ any Subcontractor that is not responsible or otherwise suitable. The Town shall not direct the Contractor to contract with any particular Subcontractor, however, the Town may disapprove the use of any Subcontractor deemed unsuitable.
- b. The Contractor must agree that he is fully responsible to the Town for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as well as those persons directly employed by the Contractor himself.

10. SEPARATE CONTRACTS:

The Town reserves the right to let other contracts in connection with the project or services, the work under which will proceed simultaneously with the performance of the Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the performance of their work. The Contractor shall take all reasonable action to coordinate his or her work with the separate contractors. If the work done by the separate contractor is defective or so performed as to prevent the Contractor from carrying out the work according to the plans and specifications, the contractor shall immediately notify the Town upon discovering such conditions.

11. PROJECT INSPECTOR AS THE TOWN'S AGENT:

- a. The Project Inspector shall use all powers under the Contract to enforce its faithful performance. The Project Inspector shall determine the amount, quality, acceptability, and fitness of all parts of the work; shall interpret the Contract Documents and extra work orders; and shall decide all other questions in connection with the work. The Project Inspector shall recommend suspension of the work whenever such suspension may be necessary to ensure the proper execution of the Contract. The Project Inspector shall have no authority to approve or order changes in the work which alter the concept or which call for an extension of time or a change in the contract price. Upon request, the Project Inspector shall confirm in writing within ten (10) days any oral order, direction, requirement or determination.
- b. All orders from the Town shall be transmitted through the Project Inspector.

12. INSPECTION:

- a. All materials and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination and

test by the Project Inspector at any and all times during manufacture and/or construction. The Project Inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Town may, by contract or otherwise, replace such material and/or correct such workmanship charging the cost to the contractor. The Town may terminate the right of the Contractor to proceed as provided in the Default Clause, the Contractor being liable for any damage to the same extent as provided in the Default Clause for termination thereunder.

- b. The Project Inspector may recommend to the Town that the work be suspended when in his or her judgment the intent of the plans and specifications is not being followed. Any such suspension shall be continued only until the matter in question is settled to the satisfaction of the Town. The cost of any such work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor=s work.
- c. The Project inspector may immediately suspend any work which is being pursued in an unsafe manner and where in his or her judgment, the potential for serious personal injury or property damage exists.
- d. The Project Inspector shall not:
 - 1. Authorize deviations from the Contract Documents;
 - 2. Enter into the area of responsibility of the Contractor=s superintendent;
 - 3. Issue directions relative to any aspect of means, methods, techniques, sequences, or procedures;
 - 4. Issue a certificate for payment.

13. SUPERINTENDENCE BY CONTRACTOR:

- a. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.
- b. The Contractor shall, at all times, enforce the strict discipline and good order among the workers on the project, and shall not employ on the site any unfit person or anyone not skilled in the work assigned to him or her.

14. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

15. WARRANTY OF MATERIALS AND WORKMANSHIP

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

16. USE OF PREMISES AND REMOVAL OF DEBRIS

- a. The Contractor expressly undertakes, either directly or through its Subcontractor:
 - 1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
 - 2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the Town or any other Contractor; and
 - 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - 4. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.
 - 5. To clean up frequently all refuse, rubbish, scrap, materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

17. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the Town=s employees and property and its own.
- b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- c. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Town=s property

from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town. The Contractor shall adequately protect the adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

- d. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is hereby permitted to act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor in order to prevent threatened loss or injury, be instructed or authorized to act by the Town, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 18, "Changes in the Work."

18. CHANGES IN THE WORK

- a. The Town may at any time by written order, make changes in the work of this Contract and within the general scope thereof, except that no fixed price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Town.
 - 1. The change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price. If the price change is an addition to the contract price, it shall include the Contractor's overhead and profit.
 - 2. By estimating the number of unit quantities of each part of the work which are changed and then multiplying the estimated number by of such unit quantities by the applicable unit price (if any) set forth in the contract or other mutually agreed unit price. If the Town decides to authorize work in accordance with unit price, measurement of unit quantities shall be on a net basis.
 - 3. By ordering the Contractor to proceed with the work and to keep, and present in such form as the Town may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the Town and the Contractor.
- b. The Contractor shall furnish the Town with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- c. In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.
- d. All change orders must indicate that the completion date of the project is either not extended or is extended by a specific number of days. Both the old, and if there is one, the new date must be stated.

19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under any order of any court or other public authority for a period of three (3) months through no fault of the Contractor or of anyone employed by the Contractor, or if the Town should arbitrarily fail to issue any certificate for payment within a reasonable time after they are due, or if the Town should fail to pay the Contractor within thirty (30) days any sum certified by the Town, then the Contractor may, upon fourteen (14) calendar days written notice to the Town, stop work or terminate the contract. The Contractor may then recover the Town payment for the cost of the work actually performed, together with the overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that there would have been a profit on the entire contract if the work had been completed. The Contractor may not receive profit or any other type of compensation for parts of the work that were not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Town may offset any claims it may have against the Contractor against the amounts due to the Contractor.

20. TOWN'S RIGHT TO TERMINATE CONTRACT

- a. If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his or her insolvency, the Town may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Town, or otherwise be in substantial violation of any provision of the contract, then the Town may terminate the contract.
- b. Prior to the termination of the Contract, the Town shall give the Contractor fourteen (14) calendar days written notice. Upon termination of the contract, the Town shall take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method deemed expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.
- c. Termination of the Contract under this section is without prejudice to any other right or remedy of the Town.

21. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance

with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

Exhibit B

Mandatory Requirement

(To be executed and submitted with bid)

Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, be required to submit **as part of their bid**:

Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number. **A copy of your contractor's license can be attached to this form to meet this requirement.**

I certify that the _____ State Contractors License of

_____, doing business as

_____ is in

good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended.

Signed and sealed this _____ of _____, 20 ____.

Principal

Title

State of Virginia, County of _____, to wit:

The foregoing instrument was acknowledged before me the _____ day of _____, 20 ____ by

_____.

Notary Public

My Commission Expires:

CONTRACTOR QUALIFICATION FORM (STUCCO)
Project: Mosby House Restoration Phase 2, Warrenton, Virginia

Name: _____ Title: _____

Company: _____ Phone: _____

Address: _____ City/State/Zip: _____

Date: _____

Answer all questions.

1. How many years has your organization been in business? _____
2. How many years under your present name? _____
3. How many years under a previous name? _____
4. Previous Company Name: _____ Dates: _____
5. Previous Company Name: _____ Dates: _____
6. Have you ever failed to complete any work awarded to you? _____ If yes, attach explanation.
7. Have you (in the last 5 years) been denied a contract award on which you submitted the low bid, or been refused prequalification? _____ If yes, attach explanation.
8. List four or more projects at buildings listed on the National Register of Historic Places or the Virginia Register of Historic Places, where you provided construction services similar to this project. Attach a list with the Project Name, Project Location, Year, Cost, Owner's Name, Address and Phone Number. Use additional sheets and attach.
9. Provide the names of key personnel to be employed on this project. Indicate the historic projects in which they were involved. Provide a brief resume with years of experience, years associated with you, projects on which they worked, and role on those projects. Use additional sheets and attach.
10. Will you subcontract any part of the work? _____ If so, list names and address of subcontractors. Use additional sheets and attach.
11. (Optional) Attach any additional information on the projects listed at item 8 for work you have completed that is comparable to this project.

INCLUDE CONTRACTOR'S QUALIFICATION FORM & ATTACHMENTS WITH YOUR BID

CONTRACTOR QUALIFICATION FORM (CARPENTRY & METAL ROOFING)

Project: Mosby House Restoration Phase 2, Warrenton, Virginia

Name: _____ Title: _____

Company: _____ Phone: _____

Address: _____ City/State/Zip: _____

Date: _____

Answer all questions.

12. How many years has your organization been in business? _____

13. How many years under your present name? _____

14. How many years under a previous name? _____

15. Previous Company Name: _____ Dates: _____

16. Previous Company Name: _____ Dates: _____

17. Have you ever failed to complete any work awarded to you? _____ If yes, attach explanation.

18. Have you (in the last 5 years) been denied a contract award on which you submitted the low bid, or been refused prequalification? _____ If yes, attach explanation.

19. List four or more projects at buildings listed on the National Register of Historic Places or the Virginia Register of Historic Places, where you provided construction services similar to this project. Attach a list with the Project Name, Project Location, Year, Cost, Owner's Name, Address and Phone Number. Use additional sheets and attach.

20. Provide the names of key personnel to be employed on this project. Indicate the historic projects in which they were involved. Provide a brief resume with years of experience, years associated with you, projects on which they worked, and role on those projects. Use additional sheets and attach.

21. Will you subcontract any part of the work? _____ If so, list names and address of subcontractors. Use additional sheets and attach.

22. (Optional) Attach any additional information on the projects listed at item 8 for work you have completed that is comparable to this project.

INCLUDE CONTRACTOR'S QUALIFICATION FORM & ATTACHMENTS WITH YOUR BID

CONTRACTOR QUALIFICATION FORM (BRICK MASONRY)

Project: Mosby House Restoration Phase 2, Warrenton, Virginia

Name: _____ Title: _____

Company: _____ Phone: _____

Address: _____ City/State/Zip: _____

Date: _____

Answer all questions.

23. How many years has your organization been in business? _____

24. How many years under your present name? _____

25. How many years under a previous name? _____

26. Previous Company Name: _____ Dates: _____

27. Previous Company Name: _____ Dates: _____

28. Have you ever failed to complete any work awarded to you? _____ If yes, attach explanation.

29. Have you (in the last 5 years) been denied a contract award on which you submitted the low bid, or been refused prequalification? _____ If yes, attach explanation.

30. List four or more projects at buildings listed on the National Register of Historic Places or the Virginia Register of Historic Places, where you provided construction services similar to this project. Attach a list with the Project Name, Project Location, Year, Cost, Owner's Name, Address and Phone Number. Use additional sheets and attach.

31. Provide the names of key personnel to be employed on this project. Indicate the historic projects in which they were involved. Provide a brief resume with years of experience, years associated with you, projects on which they worked, and role on those projects. Use additional sheets and attach.

32. Will you subcontract any part of the work? _____ If so, list names and address of subcontractors. Use additional sheets and attach.

33. (Optional) Attach any additional information on the projects listed at item 8 for work you have completed that is comparable to this project.

INCLUDE CONTRACTOR'S QUALIFICATION FORM & ATTACHMENTS WITH YOUR BID